

CC TO JUDGE

THE HONORABLE BARBARA J. ROTHSTEIN

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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

QWEST COMMUNICATIONS  
INTERNATIONAL INC., a Delaware  
corporation, and QWEST  
COMMUNICATIONS CORPORATION, a  
Delaware corporation,

Plaintiffs,

v.

ONEQWEST, LLC, a Florida limited liability  
company, KEVIN JOHNSON, WILLIAM  
O'KEEFE, PHIL PICCOLO, individuals,  
NETQWEST, LLC, a Florida limited liability  
company, and ONE NET PLACE, INC, a  
Florida corporation,

Defendants.

NO. C02-829R

JUDGMENT AND PERMANENT  
INJUNCTION

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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY

The Court hereby enters the following Judgment and Permanent Injunction in the case involving Plaintiffs Qwest Communications International and Qwest Communications Corporation ("Qwest") and Defendants OneQwest, LLC ("OneQwest"), Kevin Johnson, William O'Keefe, Phil Piccolo, NetQwest, LLC and One Net Place, Inc. (collectively, the

ORIGINAL

1 "Defendants") (Qwest and the Defendants may be referred to herein individually as "Party"  
2 and collectively as "Parties").  
3

4 It is hereby ORDERED, ADJUDGED AND DECREED:  
5

6 1. This Court has jurisdiction over the Parties and the subject matter of this  
7 action. The Parties consent to the jurisdiction of this Court for the purposes of entry and  
8 enforcement of this Judgment and Permanent Injunction and the settlement agreement  
9 reached by the Parties in this action, and this Court retains jurisdiction for this purpose.  
10

11 2. This Court hereby issues a permanent injunction against Defendants and each  
12 of their agents, employees, servants, officers, directors, successors in interest, heirs, assigns  
13 and all persons, firms or corporations, acting by or under their authority, in active concert or  
14 privity or in participation with them:  
15

16 a. from diluting the QWEST Marks and/or using the QWEST Marks or  
17 any mark confusingly similar to QWEST -- including ONE QWEST, ONE QUEST, or other  
18 QWEST or QUEST derivative mark, in any way, or using any other word, words, phrases,  
19 symbols, logos, which would create a likelihood of confusion, mistake or deception in  
20 connection with or in the marketing, offering, selling, disposing of, licensing, leasing,  
21 transferring, displaying, advertising, reproducing, developing or manufacturing of their  
22 business, services and products;  
23

24 b. to recall any material containing the QWEST Marks in any way and  
25 using any word, words, phrases, symbols, logos, which would create a likelihood of  
26 confusion, mistake and/or deception therewith, including without limitation the OneQwest  
27 Marks, in connection with or in the marketing, offering, selling, disposing of, licensing,  
28 leasing, transferring, displaying, advertising, reproducing, developing or manufacturing of  
29 their business, services and products;  
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1 c. from engaging in any further unlawful acts and from reaping any  
2 additional commercial advantage from the misappropriation of the rights of Qwest and  
3 includes the affiliated and related companies of Qwest in the QWEST Marks and/or the  
4 registrations of the QWEST Marks;  
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8 3. The Court hereby awards judgment to Qwest and against Defendants in that  
9 amount of \$117,000,000.00, being calculate by multiplying the 90,000 customers OneQwest  
10 has indicated it signed up for its multiple level marketing program times the \$1,300.00 each  
11 subscriber paid for a subscription to the OneQwest program.  
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16 4. The Court hereby orders the Defendants to cancel all trade name and  
17 trademark registrations and/or applications in their names and/or under their control or  
18 direction for the QWEST Marks and any word, words, phrases, symbols, logos, which would  
19 create a likelihood of confusion, mistake, and/or deception therewith, including without  
20 limitation the OneQWEST Marks or transfer them to Qwest;  
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26 5. Defendants waive any objection under Federal Rules of Civil Procedure 65(d)  
27 (pertaining to injunctions) to paragraph 2 above.  
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30 6. The Court hereby order the Defendants to pay to Qwest its attorneys' fees and  
31 prejudgment interest in this proceeding pursuant to 15 U.S.C. § 1117 and R. C.  
32 W. 19.86.090;  
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36 7. The Court hereby awards Qwest its costs;  
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38 8. The Court hereby awards Qwest post-judgment interest on its judgment in  
39 accordance with 28 U.S.C. § 1961.  
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1           9.     This action is hereby dismissed without prejudice, except the Court shall  
2 retain jurisdiction to enforce this Order and the Settlement Agreement between the parties.  
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6           **IT IS SO ORDERED.**  
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10          DATED this 11<sup>th</sup> day of Nov, 2002.  
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13                                 *Raibana K. Kloss*  
14                                 United States District Judge  
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19          Presented By:  
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22          **PERKINS COIE LLP**  
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24  
25          By *Bret A. Bocchieri*  
26          Bret A. Bocchieri, Pro Hac Vice Applicant  
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35          Attorneys for Plaintiffs  
36          Qwest Communications International, Inc.  
37          and Qwest Communications Corporation  
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42          By \_\_\_\_\_  
43          William C. Rava, WSBA #29948  
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